

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

CIMAR (UK) LTD.

Plaintiff,

v.

INTELERAD MEDICAL SYSTEMS, INC.,

Defendant.

Case No. 25-cv-2308-AS

**~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTIVE RELIEF**

Plaintiff Cimar (UK) Ltd. (“Cimar”), having moved for preliminary injunctive relief in the above-captioned matter and the Court having reviewed the application and held a hearing on the motion on May 27, 2025, and having found sufficient cause under Federal Rule of Civil Procedure 65 to order preliminary injunctive relief to protect Plaintiff’s trade secrets, customer relationships, and customer data, it is hereby:

ORDERED that Defendant Intelerad Medical Systems, Inc. (“Intelerad”), must, for the duration of the above-captioned action:

(1) cease and refrain from contacting and attempting to solicit, directly or indirectly, Cimar’s customers included in the list of 49 customers discussed at the May 27 hearing (“Customers”) (including ceasing any poaching attempts or communications already initiated) for the duration of each of those Customer’s contracts with Cimar¹; for the avoidance of doubt, Intelerad may continue to communicate with those Customers that Intelerad has an independent

¹ On June 3, 2025, Cimar provided a list of the full commercial contract names for these 49 Customers and Cimar informed Intelerad which of these Customer contracts expire in the near term (*e.g.*, in less than five (5) years). Going forward, Cimar will notify Intelerad of the expiration of any of the contracts for these Customers within 30 days of such expiration.

relationship with, so long as Intelrad does not, directly or indirectly, solicit any products within the complete Inteleshare suite to those Customers for the duration of each such Customer's contract with Cimar; otherwise, in the event that a Customer approaches Intelrad regarding the Software or any related services or products covered by the Agreements (as defined in the Motion for Preliminary Injunctive Relief (ECF 11 & 16)), Intelrad must

- (a) immediately inform Cimar of the Customer's communication, and
- (b) advise the Customer, in sum and substance, that Cimar is exclusively supporting the Customer's ongoing contract and the Customer must first speak with Cimar about this,

and only in the event that such Customer terminates its contract with Cimar and Cimar confirms such termination in writing to Intelrad, does this non-solicitation provision cease to apply to Intelrad; and

(2) per the terms of the Agreements, continue to provide Cimar with all Software updates, upgrades, enhancements, fixes and patches and any other improvements that Intelrad offers to its other clients, in order to bring Cimar's systems up to date by August 31, 2025, and continue to do so for the duration of each of those Customer contracts, but for no more than ten years from February 23, 2025.

IT IS SO ORDERED.

Dated: July 15, 2025



Hon. Arun Subramanian
United States District Judge